UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/896,471	06/29/2001	Mary F. Hollinger	60027.0004US01/BS00318	9254

39262   7590   12/07/2007
MERCHANT & GOULD BELLSOUTH CORPORATION
P.O. BOX 2903
MINNEAPOLIS, MN 55402

EXAMINER
LIN, WEN TAI

ART UNIT	PAPER NUMBER
2154	

MAIL DATE	DELIVERY MODE
12/07/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on _03 October 2007_.

2a)☐ This action is **FINAL**.   2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) _1-6,8,10-17 and 20-24_ is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) _1-6,8,10-17 and 20-24_ is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

    1.☐ Certified copies of the priority documents have been received.

    2.☐ Certified copies of the priority documents have been received in Application No. _____.

    3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
   Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
   Paper No(s)/Mail. Date. _____.
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____.

DETAILED ACTION

1.   Claims 1-6, 8, 10-17 and 20-24 are presented for examination.

2.   The text of those sections of Title 35, USC code not included in this action can be found

in the prior Office Action.

3.   In a section subtitled "Applicants' Statement of the Substance of the Interview" (on pages

9-10 of Applicants' remarks), Applicants' representative made the following statement:

> "The Examiner suggested that, in order to further prosecution, the pending claims could
> be amended to specify customer interaction in connection with the automatic
> reassignment or rescheduling of appointments as this feature did not appear to be
> disclosed by at least the currently cited references."

The examiner would like to point out that the above comment was made under a

condition that the above customer interaction is performed automatically (i.e., as part of the

automatic reassignment process without going through an appointment negotiator). In retrospect,

Applicant's representative emphasized during the telephone interview that the invention was

about automatically assigning and reassigning an appointment for a service order to be

implemented. Then the examiner commented that such automation was well known in job

scheduling processes involving internal resource shuffling and that it would be new if it engages

customer interaction in the automatic reassignment process. The examiner further reminded

Applicant's representative to find support for such features in the original disclosure if it were to

be added to the claims.

Since Applicants' newly amended claims use an appointment negotiator to negotiate for

an alternative appointment time, which is an obvious approach that exists in a nominal

appointment-making process, it is submitted that the amendment does not overcome the

previously cited references.

Claim Rejections - 35 USC § 103

4.   Claims 1-6, 8, 10-17 and 20-24 are rejected under 35 U.S.C. 103(a) as being unpatentable

over Gabbita et al.(hereafter "Gabbita")[U.S.Pat. No. 6349238] in view of Brown et al. (hereafter

"Brown") [U.S. Pat. No. 6115642] and Official Notice.

5.   Both Gabbita and Brown were cited in the previous office action.

6.   As to claim 1, Gabbita teaches the invention substantially as claimed including: an

appointment setting system for assigning a service order to a network resource [e:g., col.2, lines

29-57], comprising:

an appointment negotiator [e.g., 134, 136 (LSC), Fig.1C] operative to receive a service

order from a customer, the service order comprising a requested appointment time [e.g., Abstract:

lines 8-13]; and deliver an appointment confirmation and an appointment rejection to the

customer [e.g., steps 7-9, 19, Fig.4; col.18, lines 35-50; note that, by default,

confirmation/rejection of an original service order must be sent to the customer];

a dispatch database operative to maintain a dispatch database record of appointments

previously assigned to the network resource [104, Fig.1; col.4, lines 56-61];

an appointment control system operative to receive the service order from the

appointment negotiator [204, Fig.2];

determine whether the network resource can fulfill the service order [206 -212, Fig.2];

and

assign a requested appointment associated with the service order to the network resource

and send an appointment confirmation to the appointment negotiator in response to a

determination that the network resource can fulfill the service order [214-220, Fig.2];

determine whether a change has occurred to the dispatch database record associated with

the network resources; determine whether the change affects the appointment associated with the

service orders in response to a determination that a change to the dispatch database record

associated with the network resource has occurred; determine whether another network resource

is qualified to fulfill the service order and is available at the requested appointment time, in

response to a determination that the change affects the appointment associated with the service

order [col.18, lines 51-64; note that detecting changes of resources and reassigning tasks to other

available resources is part of the load balancing effort].

Gabbita does not specifically teach the situation when the changes of resources require

that appointment time be rescheduled, an appointment negotiator is notified to contact the

customer to reschedule a mutually agreeable alternative appointment time.

However, Official Notice is taken that in a rescheduling process it is well known to use

an appointment negotiator to reschedule a new service time when the originally scheduled

service order can not be fulfilled. This is true in particular when the service involves customer

interface. It would have been obvious to one of ordinary skill in the art at the time the invention

was made to employ an appointment negotiator to negotiate for an alternative service time in

Gabbita's system because Gabbita's service may involve installing telephone equipments inside a

customer's residence and a mutually agreeable service time is required for a service technician to

get into the customer's house.

Further, Gabbita disclosed that authorized users might log into the system and reassign

the work steps as necessary. Gabbita does not specifically teach automatically reassign the

appointment associated with the service order to another network resource in order to fulfill the

scheduled appointment, in response to a determination that the change to the dispatch record

associated with the network resource affects the appointment associated with the service order

and a determination that the another network resource is qualified to fulfill the service order and

available for a requested time window to complete the service order.

However, in the same field of endeavor, Brown teaches an automatic rescheduling

method in response to changes among inter-related work stages and schedules, wherein when

scheduling conflicts cannot be resolved by rescheduling, the system then attempts to reschedule

with another network member from a pre-determined list of alternates. "For example, if a home

builder's fabrication schedule has a work stage for framing with a starting time that has slipped

such that a restrictively linked framing crew A cannot perform the work, the present invention

will attempt to establish a contract between the home builder and another framing crew on that

home builder's list of approved framing crews." [col.10 lines 5-34; col.14 line 66 – col.15 line 7;

note that the quoted and highlighted statement is an indication that the another network resource
is qualified to fulfill the service order].

It would have been obvious to one of ordinary skill in the art at the time the invention
was made to combine the teaches of Gabbita and Brown by automatic rescheduling resources
from available alternates in order to fulfill the scheduled appointment because it is a golden rule
not to lose customers by altering scheduled appointments with them [see also Gabbita at col.7,
lines 49-57].

7.   As to claim 2, Gabbita further teaches that the appointment control system is a computer-
implemented system that is electronically accessible by the appointment negotiator [LSAT,
Fig.1A; Fig.1B].

8.   As to claims 3-5, Gabbita further teaches that the dispatch database record is an
electronic record comprising a network resource schedule, a set of tasks to which the network
resource can be assigned and appointments assigned to another network resource [104, Fig.1;
col.4, lines 56-61].

9.   As to claims 6 and 8, Gabbita further teaches that the appointment control system is
further operative to determine deliver the appointment rejection to the appointment negotiator, in
response to a determination that the network resource cannot fulfill the service order and would
thereby affect the original appointment confirmation [e.g., 350-356, Fig.3; col.21, lines 44-51].

10.   As to claim 10, Gabbita further teaches that the appointment control system is further

operative to receive the service order from a third party through a third party gateway [e.g., 118-

120, Fig.1A; i.e., the third party residing on anywhere in the Internet can be connected to the

appointment control system LSAT].

11.   As to claim 11, since the features of this claim can also be found in claims 1-6, 8 and 10,

it is rejected for the same reasons set forth in the rejection of claims 1-6, 8 and 10 above.

12.   As to claims 14-15, Gabbita further teaches that the step of determining whether a

network resource can fulfill the service order comprises accessing the dispatch database to

determine whether the network resource can be near the appointment location approximately at

the appointment time or is committed to another service order at the appointment time [note that

this is an inherent process in arranging an appointment].

13.   As to claim 16, Gabbita further teaches that the step of updating a dispatch database to

reflect a reduction in a capacity value associated with the network resource comprises modifying

a dispatch database record to indicate a commitment of the network resource to perform the

service task at the appointment time and at the appointment location [note that it is inherent that

Gabbita's database maintenance process needs to update its content after an appointment is

made].

14.   As to claims 12-13, 17 and 20-24, since the features of these claims can also be found in

claims 1-6, 8, 10-11 and 14-15, they are rejected for the same reasons set forth in the rejection of

claims 1-6, 8, 10-11 and 14-15 above.

/S.   Applicant's arguments filed on 10/3/2007 for claims 1-6, 8, 10-17 and 20-24 have been

fully considered but they are not deemed to be persuasive. Specifically Applicant argues that

neither Gabbita nor Brown teach the newly added limitations of negotiating for an alternative

appointment time if the original appointment could not be met due to the change of service

resources. For reasons stated in paragraphs 3 and 6 of this instant office action, it is submitted

that negotiating a new appointment time using human interaction is well known in the art and

therefore the amended claim language does not overcome the prior art of record.

Conclusion

Examiner note: Examiner has cited particular columns and line numbers in the references as

applied to the claims above for the convenience of the applicant. Although the specified citations

are representative of the teachings of the art and are applied to the specific limitations within the

individual claim, other passages and figures may apply as well. It is respectfully requested from

the applicant in preparing responses, to fully consider the references in entirety as potentially

teaching all or part of the claimed invention, as well as the contest of the passage as taught by the

prior art or disclosed by the Examiner.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Wen-Tai Lin whose telephone number is (571)272-3969. The examiner can normally be reached on Monday-Friday(8:00-5:00).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Nathan Flynn can be reached on (571)272-1915. The fax phone numbers for the organization where this application or proceeding is assigned are as follows:

(571)273-8300 for official communications; and

(571)273-3969 for status inquires draft communication.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Wen-Tai Lin

November 28, 2007